

BOOK 1611 PAGE 702

19
BOOK 1628 PAGE 401

or any part thereof or any lien, interest, rights, powers, or remedies of Mortgagee hereunder, but such lien, interest, rights, powers, and remedies shall continue unimpaired as before.

(d) Any monies collected or received by Mortgagee under this paragraph 2.11 shall be applied as follows:

(i) first, to the payment of compensation, expenses, and disbursements of the agents and attorneys; and

(ii) second, to payment of amount due and unpaid under the Note, this Mortgage, the Loan Agreement and the Loan Documents.

2.12 Delay or Omission No Waiver. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power, or remedy accruing upon any Event of Default shall exhaust or impair any such right, power, or remedy or be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power, and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

2.13 No Waiver of One Default to Affect Another. No waiver of any default or breach or Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage, the Loan Agreement or any of the Loan Documents; (d) releases any part of the Mortgaged Property from the lien or security interest of this Mortgage or any other instrument securing the Note; (e) consents to the filing of any map, plat, or replat of the Land; or (f) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or security interest or any charge hereof, no such act or omission shall release, discharge, modify, change, or affect the subsequent purchaser of the Mortgaged Property or any part thereof or any maker, cosigner, endorser, surety or guarantor of the Note. No

0400

4328-17-2